

# **EXHIBIT A-1**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

SS Richmond LLC, *et al.*,  
Plaintiffs,

v.

Christopher A. Harrison, *et al.*,  
Defendants.

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Civil Action No. 3:22-cv-00405 (DJN)

MEMORANDUM OF UNDERSTANDING  
REGARDING SETTLEMENT AGREEMENT

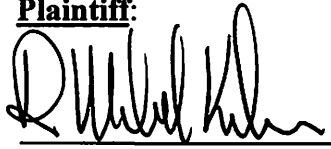
The parties agree that this case is settled on the following terms and conditions and that this Memorandum of Understanding (the “MOU”) is enforceable as a contract:

1. That Defendants, Christopher A. Harrison, *et al.*, shall pay, within 90 days, to counsel for Plaintiffs, SS Richmond LLC, *et al.*, the total sum of six million dollars (\$6,000,000.00) (the “Settlement Amount”), inclusive of all attorneys’ fees and costs, in full satisfaction of any claims brought or that could have been brought by Plaintiff as a result of this incident, in exchange for which Plaintiffs shall transfer their membership interests in the Model Tobacco entities;
2. That this Agreement, the settlement terms, and all negotiations that occurred during the January 10 and March 10 settlement conferences shall remain strictly confidential, in as broad of a provision as is enforceable under the law;
3. That the Parties shall include a mutual non-disparagement provision in the formal settlement agreement. Defendants may issue a statement noting that the matter was amicably resolved without any finding of fault or admission of liability;

4. That within fifteen (15) business days following execution of this MOU, the parties will execute a formal Settlement Agreement and all further documentation necessary to effectuate the terms of this MOU. Defendants' counsel will send a draft agreement to Plaintiffs' counsel within five (5) business days, and Plaintiffs' counsel shall respond within five (5) business days;
5. The parties agree that U.S. Magistrate Judge Mark R. Colombell retains jurisdiction and authority to resolve any disputes concerning the terms agreed to in this Memorandum of Understanding. The parties further agree that any resolution determined by Judge Colombell shall be conclusive and that Judge Colombell may award the prevailing party its costs, including reasonable attorney's fees, consistent with prevailing law.
6. The parties authorize their respective counsel to file a Stipulation of Dismissal with prejudice. The Stipulation of Dismissal is to be filed within ten (10) business days of the execution of the final Settlement Agreement. The parties agree that pursuant to *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375 (1994), the Stipulation of Dismissal will explicitly reserve jurisdiction in this Court to make all rulings and issue all remedies in connection with the Settlement Agreement, including ordering the case to be reinstituted.
7. The parties shall report to the Court with a progress report at thirty (30) days and sixty (60) days. If Defendants require up to three (3) additional days to make the payment, Defendants shall request such time from the Court and explain why at the time of the 30-day status report.

Seen and agreed to:

**Plaintiff:**

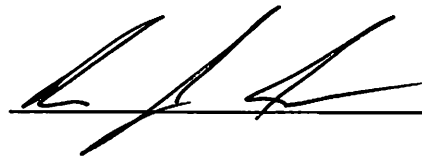
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R. Michael Kuehn

**Defendant:**

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\_\_\_\_\_

**Counsel for Plaintiff:**



Nicholas Inns

DATED: March 19, 2023

**Counsel for Defendant:**

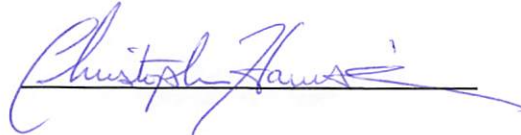
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Seen and agreed to:

**Plaintiff:**

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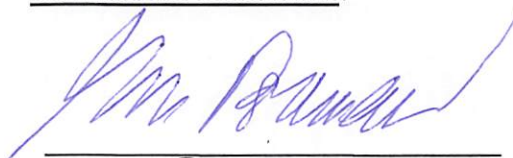

**Defendant:**

  
\_\_\_\_\_

**Counsel for Plaintiff:**

\_\_\_\_\_  
\_\_\_\_\_

**Counsel for Defendant:**

DATED: 3/10/23